

## RESERVATIONS, RESTRICTIONS, AND COVENANTS

THE STATE OF TEXAS &

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS &

That the owners of the twenty-four (24) lots in that certain subdivision known as The Overlook, a subdivision of the City of Woodcreek, Hays County, Texas, according to the map or plat thereof recorded in Volume 2, pages 335 and 381 of the Plat Records of Hays County, Texas, having established the Overlook Property Owners Association, a not-for-profit Texas Corporation (hereinafter called the "Association"), for the purpose of owning in common all that property including installations and improvements thereon that constitutes all of that certain 5.37 acres of land conveyed to the Association by Pathfinder, Inc., recorded in Volume 604, Page 96 and Volume 610, pages 580 and 582, Hays County, Texas, Real Property records, less and except therefrom the twenty-four (24) individually owned lots (the twenty-four (24) lot owners, each being a member of the Association, and each lot entitled to one (1) full vote desiring to create and carry out a uniform plan for the maintenance, improvement and preservation of the property do hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants which revise and replace those recorded in Volume 626, Page 826 of the Hays County Real Property Records, and which shall be and are hereby made applicable to the subdivision. On June 4, 2005, at its annual meeting, members of said Association amended the Reservations, Restrictions and Covenants by instrument Recorded at Volume 2699, Pages 839 & 840.

This Second Amendment to Reservations, Restrictions, and Covenants for the Overlook Subdivision, of the City of Woodcreek, Hays County, Texas, according to the map or plat recorded in volume 2, pages 335 and 381 of the plat of records of Hays County Texas, ("Second Amendment") is made to be effective (April 21, 2021) as of the date recorded in the Official Public Records of Hays County, Texas, with respect to the following facts:

- A. The Declaration of Reservations, Restrictions, and Covenants for the Overlook Subdivision of the City of Woodcreek, Hays County, Texas, is recorded in Volume 626, page 826 of the Official Public Records of Hays County, Texas (the "Declaration"). The Declaration has been previously modified by an Amendment to Reservations, Restrictions and Covenants for the Overlook Subdivision of the City of Woodcreek, Hays County, Texas, recorded in Volume 2699, pages 839 and 840 of the Official Records of Hays County, Texas (the "First Amendment").
- B. Article VIII of the Amendment permits amendment to the Declaration.
- C. The purpose of this Second Amendment is to effect changes to the Declaration which have been adopted by the membership in accordance with the Declaration and applicable law. Article V. of the Declaration titled "General Restrictions" shall be revised and amended as Section V.(A).

### I.

#### GENERAL PROVISION

##### A. APPLICABILITY

Each contract, deed or deed of trust which now exists or may be hereafter executed with respect to any property in the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said contract, deed or deed of trust, and whether or not referred to in any such instrument.

##### B. RESERVATIONS

1. No interest in the oil, gas, or other minerals in, on, or under the property will be conveyed; all interest in the same being expressly reserved by prior deeds.
2. All utility easements as hereinafter designated are dedicated with reservation that such utility easements are for the use and benefit of any public utility operating in Hays County, Texas, as well as for the benefit of the property owner in the subdivision, to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service. Utility easements are reserved over all "common areas" and five feet (5') along all front and back lot lines on each subdivided lot.
3. The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances and facilities is reserved to the Association, its successors and assigns.
4. The right to sell or lease lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation, or other party is hereby expressly reserved to the Association.
5. The Association reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more eminently serving the subdivision or any property therein and shall not be liable for any damage done to shrubs, flowers, trees or other property of the land owner situated on land covered by utility easements.
6. The Association reserves the right to construct brooks, walkways and flowerbeds in the common areas. The Association reserves the right to improve, landscape, alter, modify and eliminate any one or more of such common areas if approved by a two-thirds (2/3) vote of all lot owners.

#### C. DURATION

The provision hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Association, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years, the then owners of a two-thirds (2/3) majority of lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative on the date it is recorded at the Office of the Clerk of Hays County, Texas. All Overlook lot owners are to be supplied with a copy.

#### D. ENFORCEMENT

In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Association for any person or persons owning property in the subdivision (after such resignation, if in fact it occurs), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions.

#### E. PARTIAL INVALIDITY

In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter, or impair any other provision hereof which was not hereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

F. EFFECT OF VIOLATIONS ON MORTGAGES

No violation of the provisions herein contained, or portion thereof, including any liens for maintenance fees as provided herein, shall affect the lien of any such or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained including Reservations, Restrictions and Covenants.

II.

ARCHITECTURAL CONTROL – THE OVERLOOK

A. BASIC RULE

No building or other improvement of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof of any made thereto or exterior alteration including, but not limited to, change of exterior color, made therein after original construction on any property in the subdivision until the obtaining of the necessary approval (as hereinafter provided) of the construction plans specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters in compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

B. ARCHITECTURAL CONTROL AUTHORITY

The Authority to grant or withhold architectural control approval as referred to above is vested in the Overlook Architectural Committee which is appointed by the Board of Directors of the Association. Such committee is to consist of at least three (3) different lot owners.

C. EFFECT OF INACTION

Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the Architectural Control Committee fails to approve or disapprove in writing any plans, specifications or plat submitted to it in forty-five (45) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded within compliance with all such plans and specifications and plat and all of the other terms and provisions thereof.

D. EFFECT OF APPROVAL

The granting of the aforesaid approval shall constitute only an expression of opinion that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications on plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications on plat. Further, no person exercising any prerogative of approval or disapproval shall incur liability by reason of the good faith exercised thereof.

III.

ARCHITECTURAL CONTROL – APPLICATIONS

- A. Applicant must submit to the Overlook Architectural Control Committee two sets of rough schematic drawings showing size, floor plan, elevations, and plat.
  - 1. Elevations must show all sides, and types and color of materials.
  - 2. Plot plan must show building lines showing all setbacks, fencing and landscaping.
- B. Committee will review, make a written response stating approval, disapproval, or requesting changes. If changes are required, committee will return one copy of schematic drawings to the applicant within eighteen (18) days of receipt for incorporation of changes.
- C. Applicant will then make changes that are requested and resubmit to committee.
- D. Committee will then review revised plans and specifications and either approve or reject.
- E. The Overlook Architectural Control Committee exercises the right to inspect the premises at any time during the construction in order to ensure that all restrictions are being complied with, and that construction is in conformance with the documents that have been approved.

#### IV.

#### DESIGNATION OF TYPE OF LOTS

- A. All lots in the subdivision known as The Overlook are hereby designated as "Patio Home Lots."
- B. The 'General Restrictions' set forth in Section V below shall be applicable to all types of lots in the subdivision hereinabove enumerated and designated. The 'Special Restrictions' set forth in Section VI below shall, in addition to the General Restrictions, apply to the particular type of lots in the subdivision so indicated.

#### V.

#### GENERAL RESTRICTIONS

A. None of the lots or the improvements of any lot shall be used for anything other than private single family residential purposes. The term 'single family residential purposes' shall be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children, wards and exchange students), dependent parents, dependent grandparents, dependent brothers, and/or sisters;; (b) no more than three unrelated persons living together as a single housekeeping unit and the children (including foster children and wards), dependent parents, dependent grandparents, dependent brothers and/or sisters.

Residences may be leased for single family residential purposes provided than an Owner complies with the restrictions and regulations set forth herein.

Leasing of Residences: Residences shall not be rented or leased by Owners for short term rental, transient, or hotel purposes. For purposes of these Restrictions, Reservations and Covenants and this section, short term rental, transient, or hotel purposes shall mean any lease or rental for a period of less than (12) months, with no renewal. Each Residence shall be used and occupied only as a single-family residence and no Residence shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accommodation.

Limitations on Total Number of Leased Residences: No more than two (2) of the total Residences may be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not a recorded title Owner of a Residence. Any Owner whose Residence is leased as of the effective date of this Amendment

("Leased Residences") and is currently leasing, shall be allowed to continue leasing. Once sold, transferred or assigned by an Owner, Leased Residences are subject to the provisions and limitations of this Section as any other Residence. The Board shall have the power to adopt rules and regulations governing the waiting list and procedures for leasing a Residence. Leased Residences shall count toward the two-residence limit under this Section.

The Board shall be empowered, upon written application, to allow reasonable leasing of Residences to avoid undue hardship on an Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her residence and cannot, within ninety (90) days from the date the residence was placed on the market, sell the residence while offering it for sale at a reasonable price no greater than its current market value; (ii) the Owner dies and the residence is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the residence; (iv) the residence is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses. Those owners who have demonstrated that the inability to lease their residence would result in undue hardship and have obtained the approval of the Board may lease their residences for such duration as the Board reasonably determines is necessary to prevent undue hardship. A hardship waiver/lease will not be subject to the two-residence limit described in this section.

Any Owner who believes that he or she must lease his or her Residence to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the owner's application. The hardship waiver will be for a nine (9) month period. Such hardship waiver may not be renewed.

Limitations on Lessees: No Residence shall be leased to anyone whose criminal background shows any history of previous conviction, or deferred adjudication for a felony offense involving sexual conduct with a child, actual or potential physical harm to a person, or involving manufacture, or delivery of a controlled substance within eight years from the date of application for lease.

Enforcement Power: The Board shall have the power to adopt and enforce reasonable rules and regulations and to assess fines in order to enforce the provisions of this Section.

- B. The living area of the residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servant's quarters) shall not be less than 1,200 square feet.
- C. All lots in the subdivision shall be used only for residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the subdivision shall be used for commercial, business or professional purpose nor for church purposes. No house trailer, camper trailer, camper vehicle (or portion thereof) shall be lived in or stored on any lot.
- D. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.
- E. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the judgment of the Association constitute a danger or potential or actual disruption of the tranquility of other lot owners, their families or guests. All dogs must be maintained on a leash under immediate control of the owner. All pets must be maintained to conform with rules and laws of the City of Woodcreek.

- F. The drying of clothes and bathing towels in public view is prohibited.
- G. All lots and the residential structures thereon shall be kept at all times in a sanitary, healthful and attractive condition, and all exterior elements thereon shall be kept fully maintained and repaired, including, without limitation, roofs, walls, garage doors, chimneys and windows. At no time shall any lot be used for storage of material or equipment except for normal residential requirements or incident to construction or remodeling or repair or improvements thereon as herein permitted, nor shall any owner or occupant permit the accumulation of garbage, or rubbish of any kind thereon. Boats, trailers and other recreational vehicles are not to be stored on any lot or common area in this subdivision unless garaged. No more than two motor vehicles shall be kept at any lot, and both shall be garaged overnight. Visitors and other guests may park their motor vehicles in any designated visitor space adjacent to their hosts' garages for the duration of their stay. In no event shall any exterior parking make access to any lot difficult for owners, occupancy or any emergency vehicle coming into the subdivision.
- H. Except as otherwise provided by this section, a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner from displaying on the owner's property one or more signs advertising a political candidate or ballot item for an election, or advertisements related to sale, lease or rental of any property. Political signs (limited to one per candidate or ballot item) are permitted beginning on or after the 90th day before the date of the election to which the sign relates and ending before the 10th day after that election date. Unless approved in advance by the Board of Directors, political signs must be ground-mounted and may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component. Political signs cannot:
1. be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
  2. includes the painting of architectural surfaces (homes or garages, etc.);
  3. threaten the public health or safety;
  4. is larger than four feet by six feet;
  5. violate a law;
  6. contain language, graphics, or any display that would be offensive to the ordinary person; or
  7. be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

A property owners' association may remove a sign displayed in violation of a restrictive covenant permitted by this section.

An owner or tenant may display or affix to the entry of the residence religious items, the display or affixing on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the Owner's or tenant's sincere religious belief. However, no religious display that: (i) threatens the public health or safety, (ii) violates a law, (iii) contains language, graphics, or any display that is patently offensive to a passerby. A property owners' association may remove an item displayed in violation of these provisions.

I. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

J. No lot of the Overlook shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow or other device of killing or injuring.

K. No oil drilling, oil development operation, oil refining, or mining operations of any kind shall be permitted upon any lot, nor shall any wells (of any tanks, tunnels, mineral excavations of shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be or permitted on any building site. At no time shall the drilling, usage or operation of water well be permitted on any lot.

L. The Association or any person, firm or corporation operating the community, recreational, or "common areas" in the subdivision shall not be held liable for any damages to any lot owner, their guests or their heirs, administrators or assigns resulting from operation of said areas.

M. Where underground utility services shall be available for said lots, no above surface utility wires will be installed outside of any structure. Underground utility service lines extend through and under said lots in order to serve any structure thereon. The common area above underground lines and extending two and one-half (2 1/2) feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

N. No exterior antenna for any radio, TV or other similar electronic device or system will be permitted without written approval of the Overlook Architectural Committee with such approval being revocable at any time.

#### VI.

#### SPECIAL RESTRICTIONS

A. In addition to the General Restrictions set forth in Section V above, the following restrictions shall apply to all lots, common areas, and recreational areas.

1. The Association shall have control over all improvements to be placed in the common areas and certain facilities to all or part of the lots including, by way of example but not limited to, pathways, sewage system and recreational facilities.

2. Since zero lot line and/or common wall concepts are platted, the Overlook Architectural Control Committee shall be the sole and prevailing authority regarding the wall, fence and building set-back requirements. Such authority shall at all times be consistent and in the best interest for all parties concerned in The Overlook.

#### VII.

#### MAINTENANCE FUND - THE OVERLOOK

A. All lots in The Overlook are subject to an annual maintenance charge (hereinafter, the "Maintenance Fee") of One Thousand Five Hundred and No/100 Dollars (\$1,500.00), commencing for the year 2007 and thereafter for the purpose of creating a fund to be known as "The Overlook Maintenance Fund" to be paid by the Owner of each lot in said subdivision to the Treasurer, Overlook Property Owners Association, payable at such times and in such installments as the Association's Board of Directors may determine from time to time. The Maintenance fee for the year 2005 shall be One Thousand Two Hundred Fifty Dollars (\$1250.00). The Maintenance fee for the year 2006 shall be One Thousand Three Hundred Seventy-Five Dollars (\$1375.00). The Maintenance Fee for the year 2007 and each year thereafter shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00). Additional increases must be approved by fifty-one (51 %) percent of the lot owners in the Overlook.

B. The Association's Board of Directors shall have the right to assess fines and interest charges for non-payment of maintenance charges when due, or fines as provided in the By-Laws. Individual fines shall not exceed One Hundred Fifty Dollars (\$150.00). Interest charges not to exceed 1% per month on the unpaid balance may be assessed for as long as there is an unpaid balance. A suit to recover a judgment for unpaid charges shall be maintainable without foreclosing or waiving the lien rights on the same. In any action brought by the Board of Directors, such as a suit or to foreclose a lien on a unit because of unpaid maintenance charges, interest charges or unpaid fines levied by the Board of Directors, the home owner shall be required to pay all reasonable legal fees. The Board of Directors shall provide any home owner so requesting the same in writing with a written statement of all unpaid charges due from such home owner.

C. The total fund arising from said charge, so far as it may be sufficient shall be used for the payment of the maintenance expenses incurred for any or all of the following purposes:

Maintenance of paths, parkways and esplanades, swimming pool, including all of the grass and planted area within boundaries of the lots, curbs, and common area parks, and doing any other thing necessary or desirable in the opinion of Association, their successors or assigns, to keep the property in good order, or which, in the opinion of the Association, their successors or assigns, may be of general benefit to the owners or occupants of the subdivision.

D. Such maintenance charge shall be and remain in effect so long as the restrictions hereinabove set out shall remain in effect and the continuation of extension of such restrictions in the manner provided therefore shall automatically extend this maintenance charge.

E. Any grantee, by accepting a conveyance of any property in said subdivision agrees and consents to such maintenance charge and to secure the payment of said charge a vendor's lien is retained against the property so conveyed.

## VIII. AMENDMENTS

Any or all of the covenants herein may be annulled, amended or modified at any time by the recommendation of the Association and ratified by a vote of two-thirds (2/3) of the lot owners in The Overlook subdivision. All such lot owners shall be given thirty (30) days' notice in writing of any proposed change before same is adopted.

## IX. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS APPERTAINING TO EACH HOME AND ITS OWNER

The percentage of the undivided interest in the common areas and facilities appertaining to each home is one-twentyfourth (1/24) of the total common areas and facilities.

## X. BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and their respective heirs, executors, administrators, successors and assigns.

The undersigned hereby certifies that the foregoing Reservations, Restrictions, and Covenants were voted upon by two-thirds of the lot owners of The Overlook pursuant to the provisions for amendments set out in the Restrictions, and the undersigned is authorized to execute this document and file it in the Official Public Records of Hays County, Texas, as evidence of the two-thirds vote. Revised April 2021

Chair, Robin Dow, ([Rg3john2@gmail.com](mailto:Rg3john2@gmail.com)); Vice-chair, Camey Shelburn-Shedd ([crshelburn@yahoo.com](mailto:crshelburn@yahoo.com)); Jan Smith, Treasurer ([jsmith534@austin.rr.com](mailto:jsmith534@austin.rr.com)); Michael Porter ([michael@muddybootscodes.io](mailto:michael@muddybootscodes.io)); Secretary; 215 Overlook Court, Wimberley, Texas 78676 (revised June 18, 2022)



